

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

LYNX ASSOCIATES, INC.,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 02-cv-2741
)	
ASG CONSULTANTS LTD.,)	
AMAR GREWAL and KAL)	
GREWAL,)	
Defendants.)	

ORDER

AND NOW, this day of , 2004, upon consideration of defendants' motion to modify this Court's Order of January 30, 2004, it is hereby ORDERED that the motion is DENIED.

BY THE COURT:

J.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

LYNX ASSOCIATES, INC.,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 02-cv-2741
)	
ASG CONSULTANTS LTD.,)	
AMAR GREWAL and KAL)	
GREWAL,)	
Defendants.)	

**PLAINTIFF'S MEMORANDUM OF LAW CONCERNING
DEFENDANTS' MOTION TO MODIFY THIS COURT'S ORDER**

On January 30, 2004, the Court ordered defendants to pay sanctions of \$11,174.18 to plaintiff's counsel by February 12, 2004. Now, defendants have moved to modify that Order, asserting that they do not have the money to pay it all on time. Defendants are correct that the decision to modify its Order is entirely within the Court's discretion. The Court imposed these sanctions, and the Court certainly can decide to modify the timing of their payment. Plaintiff, for its part, neither agrees to nor opposes the motion, although it attaches a form of Order for the Court's convenience should it choose to deny the motion.

In deciding this motion, the Court might consider that ASG Consultants Ltd. ("ASG") is being stripped of its assets. As noted in plaintiff's recent motion for summary judgment against the Grewals, Amar Grewal has shifted hundreds of thousands of dollars from ASG to another corporation he controls, Natura Products Inc. Plaintiff therefore has filed a motion for leave to amend its complaint to add Natura Products Inc. as a defendant. That motion details the substantial transfer of assets from ASG to Natura Products, Inc, as revealed by ASG's own documents.

Now ASG states that it cannot pay timely the Court ordered sanctions. Had ASG not

transferred hundreds of thousands of dollars to Natura Products, Inc. and allowed Mr. & Mrs. Grewal to pay their personal expenses from its funds, ASG's motion would have been unnecessary.

Respectfully submitted,

KRAMER & KRAMER, LLP

DATE: February 10, 2004

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CERTIFICATE OF SERVICE

I hereby certify that I caused a copy of the foregoing Plaintiff's Memorandum of Law Concerning Defendants' Motion to Modify This Court's Order to be served on counsel for defendants via facsimile, as follows:

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Date: February 10, 2004

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